

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re: Matthew Thomas Pope, : Case No. 16-55800
Jami R. Small-Pope, : Chapter 13
: Judge Charles M. Caldwell

Debtor(s)

CHAPTER 13 PLAN

NOTE: The term “Debtor” as used throughout this Plan shall reference either a single debtor or joint debtors. The term “Plan” shall refer to the plan filed in this case, as it may be amended, using the mandatory form plan adopted in this Division. All references to section (§) numbers are to sections of the United States Bankruptcy Code, 11 U.S.C. section § 101, et seq. The term “BR” shall refer to the Federal Rules of Bankruptcy Procedure. The term “LBR” shall refer to the Local Bankruptcy Rules of the Southern District of Ohio.

☒ Amended Plan

All pre-confirmation amendments to an original Mandatory Form Plan shall be accomplished by filing a complete Plan with the changes highlighted or reflected in bold or italic typeface.

☒ Above Median Income
☐ Below Median Income

Insolvent unless otherwise
marked below:
☐ Solvent Estate

Dividend to unsecured creditors:
3.00 %

Debtor claims to be eligible for discharge under § 1328(f) unless otherwise marked below:

- ☐ Debtor is not eligible for discharge under § 1328(f)
☐ Joint Debtor is not eligible for discharge under § 1328(f)

Debtor

(1) filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code on September 6, 2016

OR

(2) converted this case to a case under Chapter 13 on _____ (“Petition Date”).

A. PAYMENTS

A(1). Plan Payments.

The future earnings of Debtor are submitted to the supervision and control of the Trustee. Debtor shall pay the Trustee the sum of \$

4,750.00 per month for 3 months; then
\$6,250.00 for the next 2 months, then
\$5,800.00 per month for the remainder of the Plan

per month (enter all step-payments), for a period not to exceed sixty months. Debtor shall commence payments within thirty days of the Petition Date, and distributions shall begin upon confirmation pursuant to § 1326(a). The effective date of the Plan shall be the date of entry of an order confirming the Plan.

From the payments so received, the Trustee shall make disbursements, subject to the Trustee's fee. The disbursement schedule is dependent upon receipt of regular monthly Plan payments. Any increases to monthly mortgage or escrow payments without corresponding changes to the Plan payment may impact the disbursement schedule. The Trustee has the discretion to calculate the amount and timing of distributions as is administratively efficient.

A(2). Pre-Confirmation Adequate Protection Payments/Lease Payments.

The following pre-confirmation adequate protection payments on claims secured by personal property and pre-confirmation lease payments for leases of personal property shall be paid by the Trustee, subject to his full fees, to the creditors listed below. Except as provided by § 501(c), secured creditors must file a proof of claim to receive payment. Unless otherwise ordered by the Court, these payments will be retained by the Trustee until confirmation and distributed after confirmation. If the case is dismissed or converted prior to confirmation, the Trustee will distribute the retained payments, pro rata, based on the adequate protection payment amounts.

Creditor	Property Description	Monthly Adequate Protection Payment
Santander Consumer USA	2011 Ford Edge	\$100.00
Ford Motor Credit	2015 Ford Expedition	\$750.00

A(3). Administrative Expenses, Attorney Fees, and § 1326 (b) Priority Payments.

Administrative expenses, unitemized attorney fees, itemized attorney fees under LBR 2016-1(b)(2)(B), and priority payments as required by § 1326(b) shall be paid concurrently with Class 2 claims. The total unitemized attorney fee for services (not to exceed the amount set forth in LBR 2016-1(b)(2)(A)), or the estimated itemized fee under LBR 2016-1(b)(2)(B) is \$ 3,500.00 .

Debtor's attorney received \$ 2,000.00 prior to the Petition Date. The Trustee shall disburse a minimum monthly amount of \$ 600.00 to Debtor's attorney until the balance of

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\$ 1,500.00 is paid in full. Fees for independent appraisals of real estate and utility deposits will be paid as administrative expenses pursuant to § 503 upon the timely filing of a proof of claim. The Trustee may pay in one lump sum any administrative claim that is less than \$500.00.

B. CLASS 1—CLAIMS SECURED BY REAL PROPERTY

Except as set forth in section B(3), all secured creditors secured only by a security interest in real property shall retain their liens until the later of issuance of a discharge or payment of the underlying debt as determined under non-bankruptcy law.

B(1). Mortgage Payments Outside the Plan.

Regular monthly payments on the following mortgage claims will be paid directly by Debtor, if direct payments are permitted by LBR 3015-1(d)(1):

Creditor	Property Address
T. Garrett Rensing	404 Oak St, Mt. Vernon, Ohio 257 Woodlawn Circle, Howard, Ohio 1296 Apple Valley Drive, Howard, Ohio

B(2). Conduit Mortgage Payments.

Regular mortgage payments on the following mortgage claims will be paid on a conduit basis by the Trustee, subject to his full fees, beginning with the first calendar month after the Petition Date, if conduit payments are required by LBR 3015-1(d)(1) or proposed by Debtor. Confirmation of the Plan shall impose an affirmative duty and legal obligation on the holders and/or servicers of mortgage claims to do all of the following, unless the case is dismissed or converted:

(a) Apply the post-petition conduit mortgage payments as post-petition monthly payments of principal and interest on the mortgage note, and, if applicable, as post-petition monthly payments of escrowed items such as insurance and/or real estate taxes. If such payments are placed into a suspense, forbearance or similar account, they will be deemed to have been applied pursuant to this subsection.

(b) Apply the payments received from the Trustee for payment on the arrearage, if any, only to such arrearage. The arrearage shall be deemed paid in full upon the entry of the discharge order in this case, unless otherwise ordered by the Court

(c) Deem the pre-petition arrearage contractually current upon confirmation of the Plan so as to preclude the imposition of late payment charges or other default-related fees and services.

(d) File and serve a Notice of Mortgage Payment Change on Official Form 10S1, within the deadline and in compliance with the service requirements set forth in BR 3002.1(b), to reflect any changes in the monthly mortgage payments or escrow amounts that occur during the term of the Plan. Upon the filing of a Notice of Mortgage Payment Change, the Plan shall be deemed modified to permit the Trustee to disburse the amended payment amount.

Creditor	Property Address	Monthly Conduit Mortgage Payment
First-Knox National Bank (1st mortgage)	9626 Killduff Rd Gambier, Ohio	\$2,965.39

B(3). Liens and/or Mortgages to be Paid as Unsecured Claims.

The following claims secured by a lien and/or mortgage will be paid as unsecured claims concurrent with Class 5 general unsecured claims. Debtor shall file a separate motion or adversary proceeding to determine: (i) whether the property listed below vests free and clear of the lien(s) and/or mortgage(s) pursuant to § 1327 or (ii) whether the lien(s) and/or mortgage(s) listed below may be avoided pursuant to other applicable provisions of the Bankruptcy Code. Notwithstanding § 1327(a), confirmation of the Plan shall not be dispositive of: (i) the valuation of the collateral or (ii) the secured status of the claims. Debtor has standing and authority to file the motion or adversary proceeding; to the extent that the Trustee has standing to bring such action, standing is hereby assigned to Debtor.

Creditor	Property Address
First-Knox National Bank (2nd mortgage)	9626 Killduff Rd Gambier, Ohio

B(4). Liens and/or Mortgages Which May Be Modified.

Liens and/or mortgage claims listed in this subsection consist of any claims secured by real property *that is not the Debtor's principal residence* or secured by other assets in addition to the residence. To the extent the claim of the lien holder and/or the mortgage claim holder is in excess of the value of the estate's interest in the collateral, the balance shall be treated as a Class 5 general unsecured claim. Unless otherwise stipulated or determined by order of the Court, the real property shall be valued for purposes of § 506 as set forth by Debtor below.

Creditor	Property Address	Value of Collateral	Interest Rate	Minimum Monthly Payment

B(5). Real Property to be Surrendered.

(a) Debtor will surrender the following real property and any resulting deficiency balance shall be treated as a Class 5 general unsecured claim.

Creditor	Property Address

(b) The Trustee shall not pay any claims secured by this real property until a timely filed secured proof of claim is amended to set forth the unsecured deficiency balance after disposition of the real property. Such amendments shall be filed no later than 365 days after confirmation of the Plan; amendments filed after that date shall be deemed disallowed and subject to discharge under § 1328 unless otherwise ordered by the Court. The Trustee will make no distributions in respect of mortgage payments, mortgage arrearages, or real estate taxes on surrendered real property, unless otherwise provided in the Plan or by order of the Court.

(c) Upon confirmation of the Plan, the automatic stay of § 362 shall be deemed modified to allow *in rem disposition* of the real property as necessary to effect the surrender.

NOTE: If, at any time after confirmation, sufficient funds are not available to make a full monthly payment on all Class 1 claims, at the Trustee's discretion, the available funds will be distributed pro rata on Class 1 claims. Any post-petition mortgage arrearages will be paid prior to payment of Class 2 claims.

C. CLASS 2—CLAIMS SECURED BY PERSONAL PROPERTY; UNEXPIRED LEASES

C(1). Lien Retention and Interest.

All secured creditors secured only by a security interest in personal property shall retain their liens until the earlier of issuance of a discharge or payment of the underlying debt as determined under non-bankruptcy law. Unless otherwise stipulated or provided for below, secured creditors shall be paid interest at the rate of 4.00 %.

C(2). To Be Paid in Full (i.e., § 506 Does Not Apply).

The Trustee shall pay the following claims in full:

Creditor	Property Description	Purchase Date	Estimated Claim Amount	Interest Rate	Minimum Monthly Payment
Santander Consumer USA	2011 Ford Edge	8/2015	\$16,000.00	4.00%	\$100.00

C(3). Claims to Which § 506 Applies.

Claims listed in this subsection consist of any claims secured by personal property not described above. To the extent a secured creditor's claim is in excess of the collateral value, the balance shall be treated as a Class 5 general unsecured claim. Unless otherwise stipulated or determined by order of the Court, the personal property shall be valued for purposes of § 506 at the lower of the creditor's valuation set forth on its proof of claim or the valuation set forth by Debtor below:

Creditor	Property Description	Purchase Date	Value of Collateral	Interest Rate	Minimum Monthly Payment

C(4). Personal Property to be Surrendered

Debtor will surrender the following property and any resulting deficiency balance shall be treated as a Class 5 general unsecured claim:

Creditor	Property Description

C(5). Executory Contracts and Vehicle Leases.

(a) Debtor rejects the following executory contract(s) and/or vehicle lease(s) and any resulting claim shall be treated as a Class 5 general unsecured claim:

Creditor	Property Description

(b) Debtor assumes the executory contract(s) and/or vehicle lease(s) listed below The Trustee shall pay vehicle lease payments unless otherwise ordered by the Court. Debtor shall pay all other lease or executory contract payments unless otherwise specified below. All payments under this section will begin the first calendar month following the Petition Date.

Creditor	Property Description	Termination Date	Monthly Payment Amount To be Paid Directly by Debtor	Monthly Payment Amount To be Paid by Trustee
Ford Motor Credit	2015 Ford Expedition	12/2016		\$750.00
Stuller Enterprises	303-303 1/2 North St Danville, Ohio	undetermined	\$268.41	

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	Stuller Enterprises	105 Mickley St Danville, Ohio 411 Market St Danville, Ohio 304 E Ross St Danville, Ohio	9/6/2017	\$805.23		
	Elizabeth Purnell	257 Woodlawn Cir Howard, Ohio	8/10/2017	n/a	n/a	
	Harley Ring	303 North St Danville, Ohio	monthly	n/a	n/a	
	Jay & Patricia Landon	1296 Apple Valley Howard, Ohio	12/3/2016	n/a	n/a	
	Jerrold Todd Wilcox	404 Oak St Mt Vernon, Ohio	monthly	n/a	n/a	
	Lisa Wantland	411 S Market St Danville, Ohio	monthly	n/a	n/a	
	Rebecca LaPoint	304 E Ross St Davnille, Ohio	8/1/2017	n/a	n/a	
	Trina Johnson	303 1/2 North St Danville, Ohio	montly	n/a	n/a	

NOTE: If at any time after confirmation sufficient funds are not available to make a full monthly payment on all Class 2 claims, at the Trustee's discretion, the available funds will be paid pro rata on Class 2 claims and administrative expense claims.

D. CLASS 3—PRIORITY CLAIMS AND DOMESTIC SUPPORT OBLIGATIONS**D(1). Priority Claims.**

Class 3 claims will be paid pro rata and concurrently with Class 4 claims. All allowed claims entitled to priority under § 507(a) shall be paid in full unless: (i) otherwise provided for in § 1322(a), or (ii) the holder of a particular claim agrees to a different treatment of its claim. Any and all pre-petition penalties, and post-petition penalties and interest, that have accrued or will accrue on any such claims shall be treated as Class 5 general unsecured claims and shall not be entitled to priority.

D(2). Domestic Support Obligations.

(a) Domestic support obligations (DSOs) are defined in § 101(14A). Debtor shall pay all post-petition DSOs directly to the DSO creditor and not through the Trustee. Upon completion of the Plan, Debtor shall certify to the Court that all payments on post-petition DSOs have been made. If Debtor becomes subject to a DSO during the term of the Plan, Debtor shall file with the Court and serve on the Trustee a notice reflecting the nature of the DSO, and the name and address of the DSO creditor.

Pre-petition arrearages on DSOs shall be paid as follows:

Name of DSO Creditor	Name & Address of CSEA	Estimated Arrearage Amount, if any, to be Paid Directly by Debtor	Estimated Arrearage Amount, if any, to be Paid by Trustee

(b) Name of governmental unit to which a DSO has been assigned, or is owed, or is recoverable by, and the estimated amount of the DSO:

Creditor	Governmental Unit	Estimated DSO Amount	To be Paid Directly by Debtor	To be Paid by Trustee

E. CLASS 4—SECURED CLAIMS NOT OTHERWISE DESIGNATED

E(1). Payment of Class 4 Claims.

Class 4 claims including itemized post-confirmation attorney fees per LBR 2016-1(c), pre-petition mortgage arrearages, pre-petition and post-petition lease arrearages, real estate taxes and other secured claims not otherwise designated shall be paid pro rata, concurrently and in full with Class 3 claims.

NOTE: No interest shall be paid on any pre-petition mortgage arrearages as part of the cure of the default if the mortgage was executed after October 22, 1994.

E(2). Pre-Petition Arrearages on Real Estate Mortgage(s).

The Trustee shall distribute payments to cure the following pre-petition mortgage arrearages:

Creditor	Property Address	Estimated Arrearage Amount
First-Knox National Bank	9626 Killduff Road Gambier, Ohio	\$40,192.56

E(3). Arrearages on Assumed Leases and Executory Contracts.

The Trustee shall distribute payments to cure the following arrearages on assumed leases and/or executory contracts:

Creditor	Property Address/Description	Estimated Arrearage Amount

F. CLASS 5—GENERAL UNSECURED CLAIMS

F(1). Unsecured Dividend.

After payment of allowed claims in Classes 1, 2, 3 and 4, allowed general unsecured claims shall be paid a dividend as provided on page one of the Plan.

Notwithstanding the expiration of the claims bar date, the Trustee is authorized to modify the Plan post-confirmation to ensure that plan length meets the "applicable commitment period" provided by § 1325(b) by filing a motion with the Court.

F(2). Solvency.

If this is a solvent estate, all general unsecured claims shall be paid in full with interest at 3.00 %, unless otherwise provided.

G. MISCELLANEOUS PROVISIONS

G(1). Co-Debtor Claims not Otherwise Provided for in the Plan.

(a) The following co-debtor claims will be paid in full by the Trustee concurrently with Class 4 claims to protect the co-debtor:

Creditor	To be Paid in Full with Interest at Rate Specified Below	Minimum Monthly Payment, if Applicable

(b) The following co-debtor claims will be paid as follows:

Creditor	To be Paid by Co-Debtor Outside the Plan	To be Paid Same Dividend as General Unsecured Claims

G(2). Sale of Property.

Debtor proposes to sell the real or personal property described below following Trustee and/or Court approval as required by LBR 6004-1(c)–(d). Debtor shall commit the net proceeds as follows:

Property Address/Description	Date by Which Sale Shall be Completed	Estimated Net Proceeds	Disposition of Net Proceeds
105 Mickley Street Danville, Ohio 411 Market Street Danville, Ohio 304 E Ross Street Danville, Ohio	9/6/2017	\$1.00	Any remaining net proceeds after payment in full of the balance due on the land contract with Stuller Enterprises LLC shall be paid into the Chapter 13 Plan

G(3). Tax Returns.

All required tax returns have been filed except as provided below:

Tax Agency	Type of Tax	Tax Period	Date Return will be Filed

G(4). Vesting.

Unless marked below, confirmation of the Plan vests all property of the estate in Debtor free and clear of any claim or interest of any creditor provided for by the Plan pursuant to § 1327(b) and (c).

- ☒ Property of the estate shall not vest in Debtor upon confirmation but shall remain property of the estate until the case is dismissed, converted, or a discharge is issued, whichever occurs first.

G(5). Other Events.

If any of the following occurs, Debtor shall fully and timely disclose the event to the Trustee and shall file any appropriate notice, application and/or motion with the Trustee and/or Court:

- Any change in marital status or child/spousal support payments;
- Any change in employment;
- Any change of address; and/or
- Any financial recovery to which Debtor becomes entitled for any reason, including without limitation, any personal injury claim, employment claim, workers' compensation claim, unemployment claim, inheritance, life insurance benefits, lottery proceeds or property settlement.

G(6). Insurance Information.

As of the Petition Date, Debtor's property is insured as follows:

Property Address/ Description	Insurance Company	Policy Number	Full/Liability	Agent and Contact Information	
9626 Killduff Rd Gambier, Ohio	Pekin Insurance	TH0122697	Full	Associated Ins (614) 882-2335	
404 Oak St Mt Vernon, Ohio	Markel American Insurance Co	MDF0000019594	Full	Associated Ins	
1296 Apple Valley Howard, Ohio	Markel American Insurance Co	MDF00000320773	Full	Associated Ins	
257 Woodlawn Cr Howard, Ohio	Markel American Insurance Co	MDF00000320719	Full	Associated Ins	
303-303 1/2 North Danville, Ohio	Grange Insurance	4076794	Full	Associated Ins	
105 Mickley St Danville, Ohio	Grange Insurance	4076711	Full	Associated Ins	
411 Market St Danville, Ohio	Markel American Insurance Co	MDF00000320210	Full	Associated Ins	
304 E Ross St Danville, Ohio	Markel American Insurance Co	MDF00000319594	Full	Associated Ins	

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2011 Ford Edge	Western Reserve Group	PACKWCA 3401864233	Full	Associated Ins	
2006 Ford E350 Econoline Superduty Cargo	Western Reserve Group	PACKWCA 3401864233	Full	Associated Ins	
2015 Ford Expedition	Western Reserve Group	PACKWCA 3401864233	Full	Associated Ins	

G(7). Casualty Loss Insurance Proceeds (Substitution of Collateral).

If a motor vehicle is substantially damaged while subject to an unpaid secured claim, Debtor shall have the option, upon the filing of an appropriate motion, of using the proceeds of any insurance payable due to loss of the vehicle to: (i) repair the vehicle, (ii) pay off the balance of the secured claim if the secured creditor is a named loss payee on the policy, or (iii) substitute the collateral by purchasing a replacement vehicle. If Debtor purchases a replacement vehicle, the vehicle shall have a value not less than the balance of the unpaid secured claim, the lien of the creditor shall be transferred to the replacement vehicle, and the Trustee will continue to pay the allowed secured claim. Debtor may not purchase a replacement vehicle without Trustee and/or Court approval as required by LBR 4001-3(b)–(d).

G(8). Post-Petition Debt.

Debtor shall not incur any non-emergency consumer debt in excess of \$1,000 without Trustee and/or Court approval. LBR 4001-3(b)–(d).

H. SPECIAL PROVISIONS

The Special Provisions listed below, if any, are restricted to those items applicable to Debtor's particular circumstances.

NOTE: Special Provisions shall **NOT** contain a restatement of provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or the Local Bankruptcy Rules, nor shall this section contain boilerplate language regarding the treatment of mortgages, mortgage arrearages, proofs of claim, consumer protection provisions or the like. *See* General Order No. 7.

Special Provisions:		
1.	Debtor may elect to sell the real estate or personal property included herein during the pendency of the Plan, upon proper application and approval by the Court.	
2.	Debtor shall make plan payments in the amount set forth in this Plan for no less than the applicable commitment period, but not to exceed 60 months. The dividend to be paid to unsecured creditors shall be no less than the dividend set forth on page one of the plan.	

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3.	The claim of the Ohio Department of Taxation secured by a tax lien will be paid as an unsecured, priority claim concurrent with Class 3 priority claims. Debtors shall file a separate motion to determine: (i) whether the properties listed below vest free and clear of the lien pursuant to §1327 or (ii) whether the lien listed below may be avoided pursuant to other applicable provisions of the Bankruptcy Code. Notwithstanding §1327(a), confirmation of the Plan shall not be dispositive of: (i) the valuation of the collateral or (ii) the secured status of the claim. Debtors have standing and authority to file the motion; to the extent that the Trustee has standing to bring such action, standing is hereby assigned to Debtors. 9626 Killduff Road, Gambier, Ohio 404 Oak Street, Mount Vernon, Ohio 1296 Apple Valley Drive, Howard, Ohio 257 Woodlawn Circle, Howard, Ohio	
4.	At such time as the vehicle lease payments to Ford Motor Credit cease, the Trustee shall disburse a minimum monthly amount of \$1,350.00 to Debtors' attorney until the balance of unpaid pre-confirmation fees has been paid in full.	

The undersigned hereby certify(ies) that the Plan does not contain any alterations to the text of the Mandatory Form Plan, except as authorized by order of the Court.

Case Attorney:

/s/ Crystal I. Zellar (#0038785)	
/s/ Shelley E. Hibburt (#0091736)	
/s/ Zellar & Zellar, Attorneys at Law, Inc.	
/s/ 720 Market Street	
/s/ Zanesville, Ohio 43701	
/s/ Telephone: (740) 452-8439	
/s/ Facsimile: (740) 450-8499	
/s/ email: mail@ZellarLaw.com	

Dated: February 27, 2017**Debtor**

/s/ Matthew Thomas Pope	
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Dated: February 27, 2017**Joint Debtor**

/s/ Jami R. Small-Pope	
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Dated: February 27, 2017

NOTICE AND CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **3rd Amended Chapter 13 Plan** was served (i) **electronically** on the date of filing through the court's ECF System on all ECF participants registered in this case at the email address registered with the court and (ii) by **ordinary U.S. Mail** on **February 28, 2017** addressed to:

Matthew Pope and Jami Small-Pope
601 Pittsburgh Ave Ste E
Mt Vernon OH 43050

See Creditor Matrix
All Creditors and Parties in Interest

as and for NOTICE that the attached request for relief would be filed. The undersigned will present to the Court a proposed order granting the relief sought, unless, within twenty-one (21) days after this date, a written memorandum in opposition along with a request for hearing is filed with the Court and served on the undersigned.

/s/ Crystal I. Zellar

Crystal I. Zellar (#0038785)

Shelley E. Hibburt (#0091736)

Zellar & Zellar, Attorneys at Law, Inc.

Counsel for Debtors

Label Matrix for local noticing

ACS, Inc.

Advanced Recovery Systems

0648-2

PO Box 7051

PO Box 80766

Case 2:16-bk-55800

Utica NY 13504-7051

Valley Forge PA 19484-0766

Southern District of Ohio

Columbus

Mon Feb 27 15:53:37 EST 2017

American Express

American Health Network

American InfoSource LP as agent for

Customer Service

1220 Yauger Rd

Verizon

PO Box 981535

Mount Vernon OH 43050-9233

PO Box 248838

El Paso TX 79998-1535

Oklahoma City OK 731248838

Asst US Trustee (Col)

Aultman Hospital

Edward A Bailey

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Solon, OH 44139-3458

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CBCS

CBCS, Inc.

Caledonia Financial Services LLC

1225 N Main St

PO Box 2818

Optimal Billing Solutions LLC

North Canton OH 44720-1959

North Canton, OH 44720-0818

PO Box 189005

Plantation FL 33318-9005

Canton Aultman ER Physicians

Capital Bank NA

Capital One NA

PO Box 76659

PO Box 539

c/o Becket and Lee LLP

Cleveland OH 44101-6500

Horsham PA 19044-0539

PO Box 3001

Malvern PA 19355-0701

Centralized Business Solutions Co

Child Radiologic Institute

(p)CHOICE RECOVERY INC

PO Box 2714

PO Box 715267

1550 OLD HENDERSON ROAD

North Canton OH 44720-0714

Columbus OH 43271-5267

STE 100

COLUMBUS OH 43220-3662

Citi Cards

Comenity Bank

Credit Solutions LLC

Correspondence

Bankruptcy Department

2277 Thunderstick Dr #400

PO Box 6500

PO Box 182125

Lexington KY 40505-9002

Sioux Falls SD 57117-6500

Columbus OH 43218-2125

Critchfield Critchfield & Johnston LTD

Department of Primary Specialty

DexMedia

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Knox Community Hospital

2200 West Airfield Drive

PO Box 469

1330 Coshocton Rd

P O Box 619810

Mount Vernon OH 43050-0469

Mount Vernon OH 43050-1495

DFW Airport, TX 75261-9810

Educational Credit Management Corporation

(p)FIRST KNOX NATIONAL BANK

Ford Motor Credit Co

Po Box 16408

P O BOX 1270

National Bankruptcy Service Center

Saint Paul MN 55116-0408

MT VERNON OH 43050-1270

PO Box 6248

Dearborn MI 48121-6248

(p)FORD MOTOR CREDIT COMPANY

GE Capital

Gary Craig

P O BOX 62180

Attn: Bankruptcy Dept

808 Beech Dr

COLORADO SPRINGS CO 80962-2180

PO Box 103106

Columbus OH 43235-1202

Roswell GA 30076-9106

Gary L Craig and Lu Ann G Craig
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Great Lakes Higher Education Corp
2401 International Lane
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Madison WI 53707-7859

Internal Revenue Service
PO Box 7346
Philadelphia PA 19101-7346

JC Penney / Synchrony Bank
Attn Bankruptcy Dept
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Orlando FL 32896-5060

Timothy Edwin Jacob Keck
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Reynoldsburg, OH 43068-3560

Knight Capital Funding
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Dover DE 19901-8306

Knight Capital Funding II, LLC
1691 Michigan Avenue
Suite 230
Miami Beach, FL 33139-2566

Knox Community Hospital
PO Box 1288
Mount Vernon OH 43050-1288

Knox County Treasurer
117 E High St #103
Mt Vernon OH 43050-3490

Knox County Treasurer
117 East High St #103
Mount Vernon OH 43050-3490

Knox Emergency Services LLC
DVS
PO Box 3475
Toledo OH 43607-0475

Knox Radiology
1330 Coshocton Ave
Mount Vernon OH 43050-1440

Kohls
Customer Service
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Milwaukee WI 53201-3043

LG Funding LLC
1218 Union St
Brooklyn NY 11225-1512

Mary L Pisciotta Esq
280 N High St #1010
Columbus OH 43215-2553

Meade & Associates Inc
737 Enterprise Drive
Westerville OH 43081

Merchants & Medical Credit Corp
6324 Taylor Dr
Flint MI 48507-4685

Monica Furby
c/o Beth Furby
22120 Schenk Creek Rd
Howard OH 43028-9613

(p)NATIONWIDE INSURANCE
SERVICE OF PROCESS TEAM
THREE NATIONWIDE PLAZA
MAIL CODE 3-11-310
COLUMBUS OH 43215-2410

Ohio Department of Taxation
Attn: Bankruptcy Division
PO Box 530
Columbus OH 43216-0530

Ohio Department of Taxation
Bankruptcy Division
P.O. Box 530
Columbus, OH 43216-0530

Ohio Department of Taxation
c/o Attorney General of Ohio
Collections Enforcement Section
150 East Gay Street 21st Fl
Columbus OH 43215-3191

Old Navy / Synchrony Bank
Attn Bankruptcy Dept
PO Box 965060
Orlando FL 32896-5060

OneMain Financial
Bankruptcy Dept
PO Box 6042
Sioux Falls SD 57117-6042

Patient Account Services
200 South Park Rd #450
Hollywood FL 33021-8360

Pediatric Academic Association
PO Box 182976
Columbus OH 43218-2976

Pediatric Center of Mt Vernon
1451 Yauger Rd Ste 1D
Mount Vernon OH 43050-8099

Frank M Pees
130 East Wilson Bridge Road
Suite 200
Worthington, OH 43085-2391

Pekin Insurance Co
2505 Court St
Pekin IL 61558-0002

Performant Recovery Inc
PO Box 9054
Pleasanton CA 94566-9054

Matthew Thomas Pope
601 Pittsburgh Ave Ste E
Mount Vernon, OH 43050-3933

(P) PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
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Quest Diagnostics
Correspondence
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Wood Dale IL 60191-1024

Republic Services
c/o Coast to Coast Financial
PO Box 2086
Thousand Oaks CA 91358-2086

Riverside Radiology & Interventional
PO Box 713815
Cincinnati OH 45271-3815

Santander Consumer USA
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Dallas TX 75356-0284

Santander Consumer USA Inc
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Ft Worth TX 76161-0244

Jami R. Small-Pope
601 Pittsburgh Ave Ste E
Mount Vernon, OH 43050-3933

Stuller Enterprises LLC
6971 Possum St
Mount Vernon OH 43050-9340

Stuller Enterprises LLC
6971 Possum St
Mt Vernon OH 43050-9340

Synchrony Bank
Attn: Bankruptcy Dept
PO Box 965061
Orlando FL 32896-5061

T Garrett Rensing
PO Box 203
Gambier OH 43022-0203

Taylor AJ Moser
c/o Robert J Wagoner Esq
445 Hutchinson Ave #100
Columbus OH 43235-8630

Terminix International
Focus Receivables Management
1130 Northchase Pk #150
Marietta GA 30067-6429

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430 White Pond Dr #200
Akron OH 44320-1122

US Attorney
303 Marconi Blvd #200
Columbus OH 43215-2326

US Attorney General
Main Justice Building Room 5111
10th & Constitution Avenue NW
Washington DC 20530-0001

Verizon Wireless
455 Duke Dr
Franklin TN 37067-2701

Vince J Kloss Esq
Chester Law Group
430 White Pond Dr #100
Akron OH 44320-1122

Walk In Clinic LLC
207 W High St
Mount Vernon OH 43050-2427

We Care Ambulance LLC
PO Box 535
Baldwinsville NY 13027-0535

Crystal I Zellar
Zellar & Zellar, Attorneys at Law, Inc.
720 Market St
Zanesville, OH 43701-3716

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Choice Recovery
1550 Old Henderson Rd #100
Columbus OH 43220-3662

First Knox National Bank
A division of Park National Bank
Attn: Chief Financial Officer
1 South Main St
Mt Vernon OH 43050

(d)First-Knox National Bank
a division of Park National Bank
Attn: Chief Financial Officer
1 South Main St
Mount Vernon OH 43050

Portfolio Recovery Associates LLC
140 Corporate Blvd
Norfolk VA 23502

(d)Portfolio Recovery Associates, LLC
POB 41067
Norfolk VA 23541

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Cab East LLC	(u)Ohio Department of Taxation	End of Label Matrix	
		Mailable recipients	81
		Bypassed recipients	2
		Total	83

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: :
Matthew Thomas Pope, :
Jami R. Small-Pope, : Case No. 16-55800
Debtors. : Chapter 13
Judge Caldwell

NOTICE OF FILING OF 3rd AMENDED CHAPTER 13 PLAN

Debtors have filed papers with the Court to amend the proposed Chapter 13 Plan.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to grant the relief sought in the motion/objection, then on or before **twenty-one (21) days from the date set forth in the certificate of service for the motion/objection**, you must file with the court a response explaining your position by mailing your response by ordinary U.S. Mail to: US Bankruptcy Court, Clerk's Office, 170 North High Street, Columbus, Ohio 43215, OR, your attorney must file a response using the court's ECF System.

The court must **receive** your response on or before the date above.

You must also send a copy of your response either by 1) the court's ECF System or by 2) ordinary U.S. Mail to:

US Trustee - ustpreion09.cb.ecf@usdoj.gov

Chapter 13 Trustee - trustee@ch13.org

Crystal I. Zellar, Esq. & Shelley E. Hibburt, Esq. - mail@zellarlaw.com

Matthew Pope & Jami Small-Pope, 601 Pittsburgh Ave Ste E, Mt Vernon OH 43050

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion/objection and may enter an order granting that relief.

Date: February 28, 2017

/s/ Crystal I. Zellar

Crystal I. Zellar (#0038785)

Shelley E. Hibburt (#0091736)

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